COMMON CARRIERS—LIMITATION OF LIABILITY BY SPECIAL CONTRACT—HAND BAGGAGE.—Plaintiff, who had previously purchased a passage ticket, delivered to defendant steamship company's baggage master on the wharf two trunks for which she received receipts; and was about to board the steamship with her hand baggage when the baggage master directed her to leave it with him, telling her that he would carry it to her stateroom, but refusing to give her receipts therefor, saying that it was not customary to do so. The baggage was lost, but the defendant, while offering no explanation for its disappearance, claimed that its liability was limited to $100 by a contract printed on the ticket, to which the plaintiff had assented. *Held*, (by a vote of four to three), that plaintiff could recover $600, the actual value of the goods lost. *Holmes* v. *North German Lloyd Steamship Company* (1906), — N. Y. —, 77 N. E. Rep. 21.

The contract provided in part: "It is also agreed * * * is in any case not liable for loss of or injury to or delay in delivery of luggage or personal effects of the passenger beyond the amount of one hundred dollars ($100), unless the value of the same in excess of that sum be declared at or before the issue of this contract, or at or before the delivery of said luggage to the ship, and freight at current rates for every kind of property is paid thereon." Judge Cullen, who delivered the majority opinion, held that this contract was intended to apply only to such baggage as might be delivered to the defendant to remain in its possession until the termination of the voyage (such as the two trunks), and not to the baggage intended to be taken by the passenger to her stateroom for use during the voyage (such as the hand baggage). He further held that the loss, unexplained, established a prima facie case of negligence. *Burnell* v. *New York, etc., Ry. Co.* (1871), 45 N. Y. 184; *Atchison, etc., Ry. Co.* v. *Brewer* (1878), 20 Kan. 669; 99 Am. St. Rep. 390, Note XIXa. It has been held in New York that such a stipulation is not binding in respect to any kind of baggage where the loss is due to the negligence of the carrier. *Tewes* v. *North German, etc., Steamship Co.* (1903), 85 N. Y. S. 994. But see contra, in the same state: *Steers* v. *Liverpool, etc., Co.* (1875), 57 N. Y. 1; *Wheeler* v. *Oceanic, etc., Co.* (1896), 149 N. Y. 576. Such contracts are to be construed strictly against the carrier. *Holmes* v. *North German, etc., Co.* (1904), 90 N. Y. S. 834 (the principal case, in a lower court). There is dictum in the majority opinion to the effect that a steamship company is an insurer of the personal effects kept by a passenger in his stateroom. *Adams* v. *New Jersey, etc., Co.* (1896), 151 N. Y. 161, 45 N. E. Rep. 369. This is denied in *The Humboldt* (1899), 97 Fed. Rep. 656. A contract, limiting liability for negligence on a ticket issued by an English steamship company to an American passenger from an American to an English port, and providing that its provisions shall be governed by the English law, which permits such contracts, is not binding upon such passenger because it is against the public policy of the United States. *The New England* (1901), 110 Fed. Rep. 415.

CONSTITUTIONAL LAW—OBLIGATION OF CONTRACT.—Article 186 of the constitution of 1898 provided that tax liens, privileges, and mortgages for the years 1870 to 1876, both inclusive, securing payment of taxes due to the

city of New Orleans for those years, shall lapse in three years from the date of the constitution. Plaintiff filed a petition in which he prayed that the inscription of certain taxes, tax privileges, liens, and mortgages in favor of that city against his property located within its limits, should be cancelled. *Held:* Above article of constitution of 1898 is not in conifict with Sec. 10, Art. 1 of the Federal Constitution, as impairing the obligation of contracts between the city of New Orleans and her creditors. *Rousset* v. *City of New Orleans* (1905), — La. —, 39 So. Rep. 596.

It is well argued that any subsequent legislation which tends to extinguish the obligation of paying the taxes assessed from 1870 to 1876 by cancelling the liens or mortgages by which the payment is secured, impairs the obligation of the contract entered into by the Board of Liquidation of the city and its creditors. The answer to this argument may be found in *People's Homestead Ass.* v. *Garland* (1902), 107 La. 477-78, two justices dissenting. in which Dufour, J., said: "It is now settled that city taxes are imprescriptible, but that the privileges securing them are prescribed by three years." He further says that "when the privileges are prescribed, taxes become mere personal claims against the tax debtor and are of no effect against mortgage creditors or subsequent owners of the property." However, property upon which taxes are due may be seized and sold to enforce the payment of taxes, although the liens and privileges are prescribed. *Holden* v. *Eaton* (1828), 7 Pick. (Mass.) 15; *Alexandria* v. *Heyman* (1883), 35 La. Ann. 301. See *Succession of Stewart* (1889), 41 La. Ann. 128, and *Miramon* v. *City of New Orleans* (1900), 52 La. Ann. 1623, holding that privileges securing payment of city taxes are prescriptible, but the taxes themselves are imprescriptible. See also *Leeds & Co., Ltd.,* v. *Hardy, Treasurer* (1891), 43 La. Ann. 810. It has also been held that a constitutional convention has power to pass a retroactive ordinance when it does not impair the obligation of a contract. *Succession of Parham* (1899), 51 La. Ann. 980-986.

CONSTITUTIONAL LAW—PRIVILEGES OF CITIZENS—INTERSTATE COMMERCE—PEDDLER'S LICENSE.—A statute provided that "every person, firm, or corporation who peddles out or, after shipment to the state, canvasses and sells by sample to users or consumers * * * wagons, buggies, carriages, * * * and other similar vehicles, * * * shall pay in advance a license tax of two hundred dollars ($200.00) for each calendar year * * * to be paid in each county in which such occupation is pursued." Laws of Wash. (1905), p. 372. Appellant, being agent for an Iowa firm, canvassed a party in Washington and later sold and delivered to him a wagon which was taken from a car load lot of wagons and carriages then being stored within the state. He was arrested for peddling and canvassing without a license in violation of above statute, and now files a petition for his release upon a writ of habeas corpus. *Held:* Such statute is unconstitutional. *Bacon* v. *Locke, Constable* (1906), — Wash. —, 83 Pac. Rep. 721.

Section 2 of Article 4, U. S. Constitution, provides: "The citizens of each state shall be entitled to all the privileges and immunities of citizens in the several states." See also Sec. 12, Art. 1 of the state constitution. It is evident that the clause "after shipment to the state" discriminates between the